

**25577. Adulteration of canned salmon. U. S. v. 506 Cases, et al., of Canned Salmon. Consent decree of condemnation. Product released under bond for reconditioning.** (F. & D. nos. 35838, 36098. Sample nos. 37977-B, 37987-B, 37994-B, 40407-B.)

These cases involved interstate shipments of canned salmon which was found to be in part decomposed.

On August 2, 1935, the United States attorney for the Western District of Washington, acting upon reports by the Secretary of Agriculture, filed in the district court a libel praying seizure and condemnation of 506 cases of canned salmon, and on August 5, 1935, a libel praying seizure and condemnation of 164 cases of canned salmon at Seattle, Wash., alleging that the article had been shipped in interstate commerce, on or about July 10, 1935, by Al Jones, from Seward, Alaska, and that the article was adulterated in violation of the Food and Drugs Act.

The article was alleged to be adulterated in that it consisted in whole or in part of a decomposed animal substance.

On February 28, 1936, Al Jones, doing business as Kustatan Packing Co., having appeared as claimant and having admitted the allegations of the libel and consented to a decree, judgment of condemnation was entered and it was ordered that the product be released under bond conditioned that the product be reconditioned to comply with the law.

W. R. GREGG, *Acting Secretary of Agriculture.*

**25578. Misbranding of "Army" Brand Prime Cotton Seed Cake and Meal. U. S. v. Midlothian Oil & Gin Co., a corporation. Plea of guilty. Fine, \$200.** (F. & D. no. 35877. Sample nos. 8170-B, 8171-B.)

The label of this article bore an erroneous statement as to the quantity of an ingredient.

On August 21, 1935, the United States attorney for the Northern District of Texas, acting upon a report by the Secretary of Agriculture, filed in the district court an information against the Midlothian Oil & Gin Co., a corporation, Midlothian, Tex., alleging shipment by it in violation of the Food and Drugs Act, as amended, on or about September 3, 1934, from Midlothian, Tex., to Thayer, Kans., of a number of sacks of "Army" Brand Prime Cotton Seed Cake and Meal that was misbranded. The article was labeled in part: (Tag on sack) "Army Brand Prime Cotton Seed Cake and Meal \* \* \* Guaranteed Analysis Protein, not less than 43% \* \* \* Louis Tobian & Co., Dallas, Texas."

The article was alleged to be misbranded (a) in that the statement borne on the tag attached to the sacks, to wit, "Guaranteed Analysis Protein, not less than 43%", was false and misleading in that said article did contain not more than 40.75 percent of protein; and (b) in that the article was labeled as afore-said so as to deceive and mislead the purchaser.

On February 28, 1936, a plea of guilty having been entered, a fine of \$200 was imposed.

W. R. GREGG, *Acting Secretary of Agriculture.*

**25579. Misbranding of K. C. Brand Cake Meal, Choctaw Prime Cottonseed Cake and Meal, Cow-Eta Brand Cottonseed Meal, and Superior Quality Cottonseed Cake and Meal. U. S. v. Interstate Mill & Storage Co., a corporation. Plea of guilty. Fine, \$225 and costs.** (F. & D. no. 35880. Sample nos. 8152-B, 8156-B, 8157-B, 8161-B, 8162-B, 8163-B, 8164-B, 8169-B, 27404-B, 27406-B, 33015-B.)

These cases were based on (1) interstate shipments of a product described as K. C. Brand Cake Meal which contained less protein than the percentage thereof represented on the label, and the sacks of which contained less than the quantity represented thereon; (2) interstate shipments of a product described as Choctaw Cottonseed Cake and Meal, the sacks of which contained less than the quantity represented thereon; (3) an interstate shipment of a product described as Cow-Eta Brand Cottonseed Meal, the sacks of which contained less than the quantity represented thereon; and (4) an interstate shipment of a product described as Superior Quality Cottonseed Cake and Meal which contained less protein than the percentage thereof represented on the label.

On November 20, 1935, the United States attorney for the Eastern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the district court an information against the Interstate Mill & Storage Co., a corporation, Cairo, Ill., charging shipment by said corporation, in violation of the Food and Drugs Act, from the State of Illinois into the State of Kansas, on or about August 4, 28, and 30, 1934, of quantities of a product described as K. C. Brand Cake Meal, on or about August 16 and September 4, 1934, of

quantities of a product described as Choctaw Prime Cottonseed Cake and Meal, on or about September 4, 1934, of a quantity of a product described as Cow-Eta Brand Cottonseed Meal, and on or about April 22, 1935, of a quantity of a product described as Superior Quality Cottonseed Cake and Meal, which were misbranded.

The article described as K. C. Brand Cake Meal was labeled in part: "K. C. Brand Cake Meal 100 Pounds Net Guaranteed Analysis Protein, not less than 41% \* \* \* Products of cottonseed only Manufactured for Kansas City Cake & Meal Co. 360 Live Stock Exchange Bldg., Kansas City, Mo." It was alleged in the information that said article in the shipments of August 4 and 28, 1934, was misbranded in that the statement "100 Pounds Net", borne on the sacks containing the article, was false and misleading, and in that by reason of said statement the article was labeled so as to deceive and mislead the purchaser, since said statement represented that each of the sacks contained 100 pounds net of the article; whereas in fact they each contained a less amount. It was alleged that said article in said two shipments was further misbranded in that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package. It was alleged that said article in the shipment of August 28, 1934, was misbranded in that the statement, "Guaranteed Analysis Protein, not less than 41%", borne on the sacks containing the article, was false and misleading, and in that by reason of said statement the article was labeled so as to deceive and mislead the purchaser, since said statement represented that the article contained 41 percent of protein; whereas in fact the article contained a less amount of protein. It was alleged that said article in the shipment of August 30, 1934, was misbranded in that the statement, "Guaranteed Analysis Protein, not less than 41%", borne on the sacks containing the article, was false and misleading, since it represented that the article contained 41 percent of protein; whereas in fact the article contained a less amount of protein.

The article described as Choctaw Prime Cottonseed Cake and Meal was labeled in part: "100 Pounds Net Guaranteed Analysis \* \* \* Products of cottonseed only Choctaw Sales Company 833-835 Live Stock Exchange Bldg. Kansas City, Missouri Cottonseed Cake and Meal." It was alleged in the information that said article was misbranded in that the statement, "100 Pounds Net", borne on the sacks containing the article, was false and misleading, and in that by reason of said statement the article was labeled so as to deceive and mislead the purchaser, since said statement represented that each of the sacks contained 100 pounds net of the article; whereas in fact they each contained a less amount. It was alleged that said article was further misbranded in that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

The article described as Cow-Eta Brand Cottonseed Meal was labeled in part: "They Moo for More Cow-Eta Cottonseed Meal Trade Mark Registered 100 Pounds Net Cow-Eta Brand 41% Prime Quality Cotton Seed Meal Made only from Cotton Seed. Guaranteed Analysis \* \* \* Ashcraft-Wilkinson Co. Atlanta, Georgia." It was alleged in the information that said article was misbranded in that the statement, "100 Pounds Net", borne on the sacks containing the article, was false and misleading, and in that by reason of said statement the article was labeled so as to deceive and mislead the purchaser, since said statement represented that each of the sacks contained 100 pounds of the article; whereas in truth the sacks contained a less amount. It was alleged that said article was misbranded further in that it was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

The article described as Superior Quality Cottonseed Cake and Meal was labeled in part: "100 Lbs. Net Weight Cottonseed Cake and Meal 'Superior Quality' All That the Name Implies Guaranteed Analysis Protein, not less than 41% \* \* \* Products of cottonseed only Distributed by Superior Cake & Meal Co. 502 Live Stock Exchange Bldg., Kansas City, Mo." It was alleged in the information that said article was misbranded in that the statement, "Protein, not less than 41%", was false and misleading, and in that by reason of said statement the article was labeled so as to deceive and mislead the purchaser, since said statement represented that the article contained 41 percent of protein; whereas in fact the article contained a less amount of protein.

On March 10, 1936, a plea of guilty was entered on behalf of the defendant corporation, and the court imposed a fine of \$225 and costs.

W. R. GREGG, *Acting Secretary of Agriculture.*